Attachment 10

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF COLORADO

* * *

IN THE MATTER OF THE INVESTIGATION INTO U S WEST COMMUNICATIONS, INC.'S COMPLIANCE WITH § 271(C) OF THE TELECOMMUNICATIONS ACT OF 1996	))))))	DOCKET NO. 97I-198T

AT&T'S MOTION TO STRIKE PORTIONS OF QWEST'S COMMENTS REGARDING CMP OR IN THE ALTERNATIVE GRANT CLECS AN EXTENSION OF TIME TO FILE RESPONSIVE COMMENTS AND WAIVER OF RESPONSE TIME

AT&T Communications of the Mountain States, Inc. and TCG Colorado (collectively "AT&T") hereby submit this Motion to Strike Portions of Qwest Corporation's ("Qwest's") Comments or Seek Alternative Relief, and Waiver of Response time. As grounds therefore, AT&T states as follows:

1. In Decision No. R02-453-I, the Chairman ordered Qwest "to provide additional information to support its contention that its CMP meets all the FCC's criteria. ... With this information, Qwest must also provide all back-up supporting information so that CLECs and Commission Staff have full access to all documents Qwest has relied on to make its filing."[1]

2. On April 26, 2002, Qwest filed Comments and Affidavits in support of its contentions. In addition to its Comments and Affidavits, Qwest also provided voluminous materials, not particularly germane to establishing the previously missing evidence associated with the FCC's five criteria, but nonetheless, offering such material for the

[1] Order at 10, ¶ d.

purpose of providing "all back-up supporting information." This offering, however, falls short of actually complying with its obligations under the order.

3. In its Comments, as it had done in its oral presentation to the full Commission, Qwest cites to "milestones" that allegedly indicate some percentage of compliance with what Qwest self-designates as "core" provisions. Qwest's discussion in its Comments goes on for pages regarding its internal milestone accomplishments, yet Qwest—in its back-up support—did not provide any milestone data to support its contentions.

4. As a result, neither AT&T, Staff nor any other participant can evaluate or address Qwest's claims regarding these "milestone" accomplishments.

WHEREFORE, AT&T requests that the Commission either strike the milestone discussion from Qwest's Comments or in the alternative, order Qwest to supply the supporting back-up material on or before May 3rd and grant the CLECs an extension of time up to and including Wednesday, May 8th to examine the supporting data and file their responsive comments. Because this request neither prejudices Qwest or any other party, AT&T respectfully requests that the Commission waive response time and rule expeditiously upon this Motion.

Respectfully submitted this 1st day of May, 2002.

AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC. AND AT&T LOCAL SERVICES ON BEHALF OF TCG COLORADO

By:_____

Letty S.D. Friesen
Mitchell Menezes
AT&T Law Department
1875 Lawrence Street, Suite 1575
Denver, CO 80202
(303) 298-6475

Attachment 11

From: Menezes,Mitchell H - LGA [mmenezes@att.com]
Sent: Wednesday, January 23, 2002 6:57 AM
To: Jim Maher; Judith Schultz
Cc: susan.a.travis@wcom.com; Doberneck, Megan; Bahner,Teresa L (Terry) - NCAM; Liz Balvin; Tom Dixon; Hines, LeiLani; Lee, Judy; Littler, Bill; Osborne-Miller,Donna - NCAM; Quintana, Becky; Rossi, Matt; Stichter, Kathleen L.; Van Meter,Sharon K - NCAM; Wicks, Terry; Woodcock, Beth; Yeung, Shun (Sam); Mark Routh; Zulevic, Michael; Clauson, Karen L.
Subject: Issues from 1/15/02 CMP Product Process Meeting


CMP Issues 1.22.02.doc

Judy and Jim,

Attached is a Word document with some issues for CMP Redesign that AT&T took away from the CMP Product/Process Meeting last week, January 16, 2002. Some of the issues the attached touch on include: (i) prioritization, (ii) how non-IMA systems changes are handled, (iii) the cross-over between systems and product/process, (iv) systems changes that apparently don't require a CR, and (v) an example where AT&T was directed to CMP only to find that the "change" it requested was already the Qwest process.

<<CMP Issues 1.22.02.doc>>

Mitchell Menezes
AT&T Attorney
303-298-6493

AT&T Comments for Redesign
1/22/02

As a result of the CMP Product/Process Meeting held on January 16, 2002, AT&T has the following questions/comments, which we would like added as issues for discussion in CMP Redesign:

1. PC100101-4 (Eschelon CR) –"Developed, documented, trained and adhered to process to make sure that customer's old VM boxes are removed when a customer leaves Qwest for a CLEC."

The result of the discussion of this CR was the Qwest would do a systems change. When asked if the systems change would itself go through the CR process in CMP, the response from Qwest personnel was that (i) it would go through as a "STS UR"(?), (ii) since it was a non-IMA change maybe it did not need to go through CMP and (iii) since it was a non-IMA systems change it was not competing for resources (no prioritization was necessary).

Issues that come out of this:

a. We need a discussion in Redesign of process for changes to non-IMA systems (billing, back-end, what else?) to insure that we address them in the Master Redline.

b. What is an STS UR and why wouldn't that become a CMP CR?

c. What did it mean when Jim Beers said that the non-IMA systems change was not competing for resources?

d. If certain systems changes are just worked without a CR or prioritization how is the schedule for their progress and implementation communicated to CLECs?

2. PC102601-1 (AT&T CR) – "RCID/ZCID assignment for UNE-P"

The result of the discussion of this CR was that Qwest wanted to close this Product/Process CR and open a systems CR to "consider the best way of meeting this business need."

Issues that come out of this:

a. The Product/Process CR was originally submitted on 10/25/01. Qwest did not recommend closure and replacement with a systems CR until the 1/16/02 CMP meeting. That took nearly 3 months. Why so long? There should be some kind of screening process that identifies the kind of

change (systems vs. product/process) more quickly.

b. Now that this CR has to be open as a new systems CR it looks like we have to start all over again and that the 3 months since the initial Product/Process CR is lost. How do we address this kind of problem? Should initial work by the IT group start after the meeting where the Product/Process CR is closed in favor of a systems CR?

c. Who is responsible for opening the systems CR – Qwest or the CLEC that initiated the Product/Process CR?

3. PC102901-1 (Eschelon CR) – Qwest to include PON on Qwest Winback Orders."

As a result of the discussion of this CR, Qwest will do a "systems fix" and thinks it will be completed in second quarter. Moved to development.

Issues that come out of this:

a. Apparently, this systems change does not require that a systems CR be opened? Why not? Why is this treated differently from the AT&T CR referenced above (PC102601-1) that requires a new systems CR be opened?

b. If this systems change will occur without going through the systems CR process, what happens to prioritization and the issue of competing for Qwest resources?

c. Is there a category (or categories) of systems changes that just go through unencumbered by the CR process and prioritization?

4. PC110201-2 (AT&T CR) – "Partial turn-up of circuits on multiple related LSRs."

Qwest reported at the CMP meeting that there already exists a Qwest process that does what AT&T requested in its CR (what AT&T wants is already part of the LSR submission process that has been in place for a long time). AT&T initiated the CR because Qwest told us that what we sought was not the Qwest process. This happened at one of the biweekly quality calls between AT&T and Qwest where Qwest SMEs were in attendance to consult with on this issue. The Qwest service management team advised that AT&T should take the issue to CMP.

Issue that comes out of this:

a. AT&T should not have been required to do a CR. Qwest personnel should know what Qwest processes are and track them down to resolution before sending a CLEC to CMP. There has been CLEC frustration that the account team and service managers are quick to say "take it to CMP"

without necessarily doing all that should be done by them to research and resolve this issue. This is a good example of that problem and a situation where CMP should not be the solution.

5. Qwest has been stating in regulatory filings and proceedings that the systems work of CMP redesign is complete and that systems is the only thing the FCC cares about in evaluating an ILEC's CMP (hence, state commissions don't need to wait for product/process to be completed). How is it then that by attending only part of a CMP product/process meeting, we come away with four systems issues? The AT&T redesign team doesn't see how Qwest can say we are done with redesign of CMP with regard to systems when this kind of crossover exists and product/process has not been redesigned. It is apparent that systems and product/process go hand-in-hand.

6. Premium directory listings – There was apparently a discussion at the CLEC forum earlier in the week that Qwest intends to start charging for premium listings. In addition, Qwest is considering back billing for this service (to no earlier than October 2001). This was discussed briefly at the CMP Product/Process meeting. Qwest intends to simply provide notice, then start charging CLECs. This would be done without informing CLECs of what provisions in their interconnection agreements with Qwest permit Qwest to charge for this service and without explaining how Qwest has the right under the interconnection agreement to back bill. The explanation provided by Qwest at the CMP meeting is that the only redesigned process for Qwest product/process CRs has to do with OSS testing and SGAT workshops (the interim process we have discussed in Redesign). As a result, Qwest will follow its old process of notice and go even on changes that are CLEC impacting. Since this Qwest practice continues in spite of expressed CLEC concern, AT&T believes that this process needs to be worked out now.

Attachment 12

A White Paper

on

The IMA EDI Stand-Alone Test Environment

June 18, 2001
Version 1.01

TABLE OF CONTENTS

Introduction

Purpose of the Document
This document provides a high-level history and definition of the IMA EDI Stand-Alone Test Environment (SATE) project. The document is made of five key sections, each of which highlights a certain aspect of the project:

- Business Drivers and Purpose
- High-Level Definition
- Development Process
- System Maintenance Plan
- Co-Provider Process

Intended Audience
This document is intended for anyone with a desire to understand the scope, purpose, and status of the IMA EDI Stand-Alone Test Environment.

Business Drivers and Purpose

Business History and Need
Interconnect Mediated Access (IMA) is the software tool used by Competitive Local Exchange Carriers (CLECs) to order Qwest local loop and resale products. These products range from POTS resale lines to various flavors of Unbundled and Shared Loop. IMA receives Local Service Requests (LSRs) and the pre-order queries needed to support those LSRs from CLECs. IMA then replies back with detailed data, status updates, errors, notices of completion, and more.

CLECs, referred to here as Co-Providers, can access IMA functionality in two ways:

- Via a web-based GUI
- Via Electronic Data Interchange (EDI)

To use IMA via EDI, Co-Providers go through two stages of testing to insure their software's compatibility with IMA and to insure they understand the basics of performing each function they wish to do in Production. (A function is defined as a pre-order query for information, an order for a given product, or a post-order query for information.) These stages of testing are:

- Interoperability Testing
- Controlled Production Testing.

During Interoperability Testing, Co-Providers send paper versions of IMA data transactions, testing scenarios, to Qwest representatives. These scenarios include the exact data sent by the Co-Provider and the expected response from IMA if an EDI transaction were to take place. The scenarios must include successful orders and pre-orders, as well as attempts that result in Business Process Layer (BPL) Errors.

After receiving these paper scenarios, the Qwest representatives review them and make corrections. For example, an invalid USOC or an omitted, yet required, field will be manually corrected. The Co-Provider receives the corrected scenario, fixes any errors and resubmits the paper scenario to Qwest for review. This process continues until the paper transactions are correctly formatted with valid data and all required fields entered for the given order or pre-order function. Qwest validates every transaction on paper.

Once validated, the Co-Provider sends the transactions via EDI to the Interoperability Environment. This environment retrieves data from actual production accounts and, in most cases, uses real production

legacy systems. The only difference between these transactions and actual IMA transactions is that no actual orders are sent to the Service Order Processor (SOP).

After an order is entered, Qwest representatives send Interconnect Service Center (ISC) Errors, Jeopardy Responses, and Order Completions to the Co-Provider in order to insure their software is fully compatible with IMA.

In order to complete Interoperability Testing, Co-Providers must successfully complete a minimum set of test scenarios for all functions they wish to perform in the actual production environment.

After successfully completing Interoperability Testing, Co-Providers then complete a Controlled Production Test before being fully certified for EDI use. This process is similar to that of Interoperability testing with one major difference. In controlled production testing, service orders are actually created and processed.

Qwest recognizes that Co-Providers feel that their market entry is delayed by limitations of the current EDI Interoperability test process:

- Paper versions of orders must always be sent to Qwest prior to testing. Co-Providers cannot attempt a function and get an immediate response. Therefore, the learning process can be time consuming, and both Qwest and the Co-Providers must have staff to fully review these paper transactions.
- Co-Providers must maintain production accounts for testing as real production systems are called upon during testing. Some providers do not have end-user accounts within Qwest's network. Others are hesitant to run tests on their end-user's accounts.
- Additionally, Interoperability testing has an impact on Qwest's production environment as well, such as the reservation of real telephone numbers and appointments during the testing process.

As a result, Qwest is currently developing a stand-alone test environment that may be used for Co-Provider testing in place of Interoperability Testing. This environment will be available for Co-Provider use in 3Q2001.

Project Objective

The goal of this project is to supply a test environment to Co-Providers that can be used to:

- Test a Co-Provider's EDI application against real IMA functionality. Co-Providers need an unsupervised test environment that does not rely on real production accounts and does not run the risk of interfering with production, but at the same time, interacts with their application as IMA does. Furthermore, this environment must be static, returning the same response every time on a given request, thus making testing easier.
- Run pre-order, order, and post-order scenarios in order to master writing LSRs and other IMA functions. In order to understand IMA functionality, Co-Providers need practice. This environment must provide Co-Providers the opportunity to run functions and get realistic errors and responses as a result.

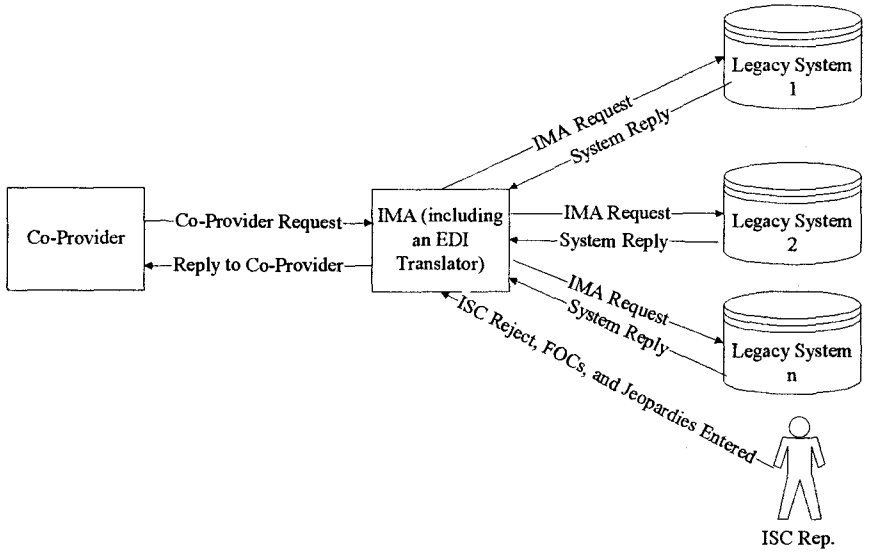
Working in this environment will allow Co-Providers to test on their own, learn how functions work, and therefore bypass Interoperability testing.

High-Level Definition

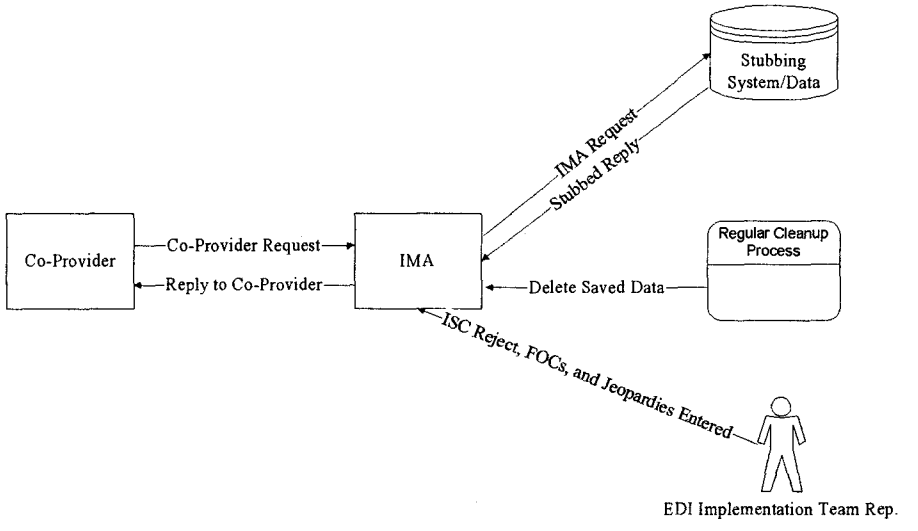
High-Level Definition

The IMA EDI Stand-Alone Test Environment (SATE) 'stubs' the back-end calls made by IMA therefore allowing Co-Providers access to IMA and its various features. Transactions in the Production version of IMA that communicate with back-end systems instead communicate with a system of data-driven data

responses. This system is called the Stubbing System. From a logical standpoint, not from a physical one, one could view IMA's current architecture as below:



The EDI Stand-Alone Test Environment will, however, look something like this:



The core components of SATE are therefore as follows:

IMA (including an EDI Translator): This is an actual version of IMA configured to direct requests to the Stubbing System instead of the back-end systems it normally calls. It runs all the edits to determine whether the detailed fields within a transaction are valid. The only modifications made especially for this version are listed below:

- Certain edits are turned off. These edits in no way affect acceptance of a function performed by a Co-Provider. These edits are most often used to determine whether an LSR requires Manual Handling before service orders are sent.
- The SATE uses generic Co-Providers that can be used by different actual Co-Providers over time. The SATE version of IMA is therefore configured to hold identification information for these generic Co-Providers.

Stubbing System: IMA will be accessing this system using the same Application Programming Interfaces (APIs) that the Production version of IMA uses when calling back-end systems.

The system, in most cases, returns responses to IMA using data-driven stubs. For example, Co-Providers send requests to IMA to find the address associated with a given telephone number. In Production, IMA sends a request to the Fetch 'n' Stuff system, which in turn sends a request to PREMIS to gather such information. In the SATE however, the request is sent from IMA to the Stubbing System. There, the request is parsed and the telephone number is looked up in a database. If the number is found, the preset response specified for that number is sent back to IMA. If it is not, a generic "No Match " response is sent to IMA.

This basic stub process is replicated for calls to most of the stubbed back-end systems. In some cases, however, an external system is not called, but instead a database is accessed. For instance, in Production, calls to the Loop Qualification Database (one of the systems that is stubbed) are made via SQL Query. Therefore, for this case, the Stubbing System simply has a database view which matches the view called in production and the underlying tables are populated with SATE specific data.

By using this approach, the Stand-Alone Test Environment back-end systems differ from Production only in the data returned on various requests.

Regular Cleanup Process: Since Co-Provider IDs can be passed from one Co-Provider to another in the SATE, the environment is flushed of all transactional data on a monthly basis. This data includes reserved appointments, telephone numbers, and the LSRs entered by Co-Providers.

Development Process

The SATE Development Team

The SATE team was brought together in April 2001. Team Leads were brought from each of the systems to be stubbed. Resources were procured to write System Requirements, to write design documents, and to develop the system.

Although each stubbed system has its own organization, a single system and set of data tables to support stubbed responses is truly being created. Each stubbed system is often referred to as a "component" of the entire stubbing system. The team as a whole, therefore has the following key players in addition to those for each stubbed system:

Title	Role
Technical Project Manager	The Technical Project Manager is responsible for the successful development and launch of the entire project.
Lead Architect	The Lead Architect is responsible for the overall technical solution design and each component of it.
Data Modeling Lead	The Data Modeling Lead is responsible for the data architecture and data model. Her role is to insure uniformity across all stubs and insure that new Co-

	Provider scenarios can be added to the system without code changes.

Other shared resources across all teams include System Testers (note these are not "component" testers), Data Team members, Database Administrators, and Infrastructure Team Members. In order to complete the team, numerous IMA representatives were needed such as resources from IMA EDI development.

The RAD Process

The high-level definition and project direction for SATE were determined in March of 2001. In order to meet the required 3Q2001 Launch Date, a Rapid Application Development (RAD) process was selected.

Qwest follows a standard methodology for Information Technology projects. SATE is following a RAD modified version of this process. This means the standard deliverables will still be developed, but some of these deliverables will be developed concurrently, rather than sequentially. It also means that additional documentation will be done early in the process to insure the projects' early direction is correct.

The table below lists each of the major Qwest internal documentation deliverables within the RAD-modified methodology. For each of the deliverables, there is a summary of the purpose, contents, authors and reviewers.

As a further note, as part of the RAD process, a phased development approach is being used. The first release, the one targeted for release on July 25, was broken into 3 phases, each made up of a set of IMA functions.

Document	Purpose	Contents	Author	Reviewers
Scope Statement	To insure company-wide acceptance of the project's strategy.	This document stated the high-level technical solution to be used and which exact functions would be supported by 3Q2001. The supported functions were presented to Co-Providers on May 7, 2001The document also states which versions of IMA have to be supported.	Wholesale Business Area Partner (Wholesale BAP)	Business Stakeholders (including EDI Implementation), Development Leads, Technical Project Manager
Project Plan	To identify all the tasks to be completed in order for SATE to be completed.	The Project Plan includes tasks, resources, and milestone dates.	SATE Technical Project Manager	Development Leads, Wholesale BAP, IMA Infrastructure, EDI Implementation
Business Requirements	Specifies business functional requirements. Supports business confirmation of requirements, and used by the IT development team	Business Requirements for SATE contain the data driven logic for each transaction. The document also includes the first set of test data	Wholesale Business Area Partner	Business Stakeholders (including EDI Implementation), Development Leads, Technical

Document	Purpose	Contents	Author	Reviewers
	to develop system requirements	to be included in the system. Furthermore, they set requirements for uptime, availability, support, and adding new data. Separate Business Requirement Documents are being produced for each phase.		Project Manager, Test Lead
System Requirements	Specifies system approach for developing the business requirements. Validated to business requirements, and used by development team for detailed design and system test	System Requirements are produced by each component of the stubbing system and by IMA. These requirements breakdown the Business Requirements data driven logic and apply it to how each call is stubbed. It also specifies how Business Requirements for adding new data and scenarios will be supported. The IMA System Requirements includes further detail on blocking unsupported functions and unused IMA transactions. Each component is creating one System Requirements document. An interim signoff of these documents will take place after each phase.	Various System Requirement Groups	Wholesale Business Area Partner, Development Leads, Test Lead
Logical Architecture Diagram	Document SATE's architecture for development	Defines end-to-end IT architecture for SATE. Lists and describes system components, functional interfaces, technical configuration, and where appropriate, technical specifications. Architecture Diagrams will be produced after each phase.	Architecture Lead	Development Leads and System Requirement Leads, Test Lead
Logical Data	Document SATE's	Specifies data elements,	Data Modeling	Development

Document	Purpose	Contents	Author	Reviewers
Model	common data model for development	descriptions, and relationships to other data elements for the system. Iterations of this document will be completed for each phase.	Lead	Leads and System Requirement Leads, Test Lead
System Test Strategy	Defines how system test will be conducted. Supports business confirmation of test approach	Lists approach for testing, key milestones and dates, and special testing requirements/conditions	System Test Lead	Development Leads and System Requirement Leads, Test Lead
Installation Guide	An installation guide for the Stubbed System	Contains details on how to configure Stubbed System software and database	Documentation Lead	Development Leads, System Administrators
Approval for Production Implementation	To insure company-wide agreement of SATE's preparedness for launch.	A brief launch statement, test results, a recommendation from test lead, and a compilation of other previously referenced documentation.	SATE Technical Project Manager	Business Stakeholders (including EDI Implementation), Development Leads, Wholesale BAP, IMA Infrastructure, Test Lead
Deployment Plan	To document the final steps required to launch the IMA EDI Stand-Alone Test Environment and to insure that roles and Responsibilities are clearly defined.	Detailed steps required launch the environment.	SATE Technical Project Manager	Development Leads, EDI Implementation, IMA Infrastructure
Post Deployment Co-Provider Support Plan	To ensure that any issues are quickly rectified during the days following launch;	staffing plans, on-call numbers, and other logistics designed to ensure a successful launch.	BAP Project Manager, Technical Project Manager	Business Stakeholders, EDI Implementation, IMA Infrastructure, Development Leads

Environment Maintenance

The IMA Infrastructure and EDI teams that currently maintain the Interoperability Environment will maintain the SATE. This group will receive significant support from the SATE team, the IMA team, and teams from each of the stubbed systems.

The SATE development team is responsible for producing the following Qwest internal documentation that would be shared across all stubbed systems:

Document	Purpose	Contents	Author	Reviewers
System Administration Guide	A guide to administering the stubbing system.	Detail on how to maintain the SATE stubbing system.	Documentation Lead	Development Leads, System Administrators

Please note that such documentation is only needed for the Stubbing System, as this documentation already exists for other parts of the system.

The EDI Implementation Process

The Stand Alone Test Environment will significantly impact the IMA EDI Implementation Process. Controlled Production testing will still be required of all Co-Providers, but, after the launch of SATE, Co-Providers will have two paths to reach this Controlled Production test.

All Co-Providers will still have the option of completing the first stage of certification via the current Interoperability Environment process. They may also, however, test in the IMA EDI Stand-Alone Test Environment. If Co-Providers choose to test using SATE, Qwest will still require a minimum set of test transactions be completed by the Co-Provider. Qwest representatives will monitor and review activity on the system to insure a Co-Provider completes the minimum set of transactions for a given function before being allowed to move onto Controlled Production.

Qwest is in the process of detailing the new processes needed to effectively allow Co-Providers to utilize this environment. The same resources and teams that currently run the IMA EDI Implementation Process will manage processes around this new environment.

These teams are currently planning to produce the following documents to be published to the Co-Providers:

Document	Purpose	Contents
IMA Stand Alone Test Environment Data Document	To provide the Co-Provider with data available for use in the environment.	Detailed Data stored within SATE stubs that can be used for testing.
IMA Stand Alone Test Environment Overview	To provide an overview of Stand Alone Test Environment and the processes to allow existing Co-Providers to easily understand how to use the Stand Alone Test Environment.	A basic overview of SATE and how it works.
Updated IMA EDI Implementation Guide	To provide a Co-Provider reference document on the IMA EDI Implementation processes.	This document will be updated to include the processes for using the Stand Alone Test Environment.

A meeting with Co-Providers will be held to explain all new external documentation and processes.

Attachment 13

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF COLORADO

Docket No. 97I-198T - Workshop 5

* * *

IN THE MATTER OF THE INVESTIGATION OF US WEST COMMUNICATIONS, INC.'S, COMPLIANCE WITH SS 271(c) OF THE TELECOMMUNICATIONS ACT OF 1996.

Pursuant to continuation, the Technical Workshop was held at 8:35 a.m., April 18, 2001, at 3898 S. Wadsworth, Lakewood, Colorado, before Facilitators Hagood Bellinger and Martin Skeer.

APPEARANCES

(As noted in the transcript.)

since we have that legal obligation, if you look, we have to -- if we have a retail requirement to do something, we have to extend that requirement to the wholesale customer. But in addition to that, and I'm sorry, I don't have the paragraph number, and it comes when they're talking about dark fiber, they say we have no obligation to build. I would basically use that language.

But then also I would turn to the Eighth Circuit case--and this particular portion of the Eighth Circuit case is still the law of the land--that we have an obligation to make available to CLECs our existing network, not a, quote, yet unbuilt superior one, close quote.

MS. JENNINGS-FADER: Which Eighth Circuit decision?

MR. STEESE: The initial one. I'm sorry I don't have that with me and can't give you the citation. '97, '98, I believe.

MS. SACILOTTO: 120 F3rd 753. I don't have the jump page but I think it will be like 805 or 810.

MR. WENDLING: The reason I ask it in that fashion is that in Colorado the state statute only extends to Colorado Commission's authority as POLR as

to basic local exchange service. So to that extent high-capacity digital private line, or whatever, is not considered basic service. So we have no jurisdiction.

What I was looking to was the FCC's -- being this exercise in Section 27 is to ascertain Qwest's compliance with the law and the FCC's rules and regs, that's where I'd like to see -- is this a take-back? Anyway, when you quote, give us some information. That's what we're interested in seeing, is that foundation. I am, anyway.

MR. BELLINGER: It's an impasse issue.

MS. DeCOOK: I would say as opposed to a take-back this is something to be briefed.

I understand that this issue came up to some extent in the UNE workshop and that it strikes me that for unbundled loops on a standalone basis that's an issue in this workshop as well. To the extent it needs to be addressed from a legal standpoint, we'll deal with it in briefs.

I do know that there is attached to Ms. Liston's testimony of this workshop a product notification of some sort relating to the issues surrounding what Qwest is proposing it will build and what it won't build for loops.

I guess that was my question that I

was -- second question I was going to ask, which is, when you say that what you're offering is what you believe your POLR obligation extends to, does that mean that it's the primary basic exchange type of loop that you believe you have an obligation to construct and that's the full extent of it?

MS. LISTON: That's correct.

MS. DeCOOK: Are you going to discuss that at some point, the notification that you sent out and what the offering is and what it isn't?

MS. LISTON: I think we could do that at some point. Trying to remember if it was tied to one of the issues. I'm not sure if it was or not.

MR. BELLINGER: There was some language added to the UNE section dealing with that.

MS. DeCOOK: It strikes me that it is an issue potentially for discussion in this workshop as well.

MR. BELLINGER: As separate from C we just described?

MS. DeCOOK: I suppose it could be broadened to include all loops, not just OCN loops, and then OCN loops would be pulled in to it

MR. BELLINGER: You may want to look at -- I know there was language added to the general

section concerning what you would do and it spells it out fairly clearly what you would do along your POLR obligations. We might want to take a look at that.

MR. STEESE: I don't have any objection to the briefing being beyond OCN and being high cap services as something anything other than what our POLR obligations are. No objection to that.

MS. BEWICK: I think a point of clarification. On item B, I believe with the new SGAT lite that should be Section 4.24(a), not 4.23(a) on the COIL.

MR. STEESE: We corrected that yesterday.

MR. BELLINGER: Good catch. We got it. Loop 10.

MR. WILSON: Before we go to loop 10, on the take-back for Qwest on the availability of OCN, as part of that issue I would suggest you look at the interface issues for those loops just so we don't make this a seriatim process. In other words, in your private line offerings you offer a rich mixture of interfaces for loops and that should be similar to OCN loops available to CLECs. We had a discussion on this in transport but it's also appropriate to deal with in loops. You should look at the technical publication

77346 which has a matrix of interface types available. You've agreed to provide those interfaces for transport, the same issue should apply to loops.

MS. JENNINGS-FADER: Which sub part of 9?

MR. BELLINGER: That was (a).

MR. STEESE: That was part of the take-back to consider.

Loop 10A had to do with, should Qwest be permitted to recover loop conditioning charges for loops less than 18,000 feet here in the state of Colorado. We think that the Commission is legally bound to follow the District Court of Colorado's decision which says we can recover. So I'm not sure what the issue is. Maybe others can help us understand.

MR. WILSON: AT&T has an issue of double recovery as a start, because it's been my understanding for some years that Qwest counts the costs for taking the conditioning off of loops. In other words, taking local coils and bridge taps off of loops in their maintenance data that's used in the cost case. Since that data is used and has been used in establishing the new price, we believe that the costs for -- the conditioning loops for DSL is already in the

price of the loop. So we believe that the loop charge that you're charging for this conditioning is a double charge.

MR. STEESE: This issue has been remanded to the Commission to decide an appropriate rate by the District Court.

Wouldn't you agree that the right place to handle that is in 577T, the cost docket?

MS. DeCOOK: We did in Arizona so I don't why we wouldn't agree to that here.

MS. JENNINGS-FADER: Isn't this a 577T issue?

MS. DeCOOK: We raised it so it's on the record in this proceeding. But we recognize it's a 577T.

MR. STEESE: We can defer this there?

MS. DeCOOK: From our perspective.

MR. WILSON: I'm not sure if other CLECs have different views.

MR. DIXON: WorldCom agrees to defer to this to the cost docket.

MR. RILEY: In the case where there is a loaded loop that's not properly loaded, in one case it may have one load coil on it and degrade the voice service, is that also a requirement to pay for the

conditioning of that loop? Specifically in the line sharing.

MS. LISTON: Clarify the question.

MR. RILEY: Say a customer is not properly loaded so there's only one load coil not spaced at the proper interval which really degrade the voice service. Would the CLEC be required to pay for conditioning of that loop?

MR. STEESE: Would Qwest be taking that load coil off but for your conditioning request?

MR. RILEY: Right. In reality it's also helping the voice service.

MR. BELLINGER: In other words, you're saying the loop is improperly loaded and you want to know whether it should be a maintenance expense that would go against general maintenance expense versus a recovery cost; is that your question?

MR. RILEY: Yes.

MR. STEESE: Would you agree that's a cost docket question, what is the rate should be able to recover, if any, according to AT&T?

MR. WENDLING: Staff wouldn't -- I think it's clear the Commission's rule under 4 CCR 723-2, Rule 18, what the technical specifications of minimum performance of a voice grade circuit are.

A circuit performing below those, Qwest as the provider must bring the circuit into compliance. If there's something beyond that as normal course of business, unless we broaden compliance in the normal course of business, if the requester wants some performance on the circuit above that, in other words conditioning to perform another circuit, then I think it's settled as to whose obligation it is to pay for that. But if a requesting carrier finds that the circuit is below the Commission's standard, it shouldn't have to pay to have what the company should have done in the normal course of business to bring it up to Commission standards.

MS. LISTON: That was why I was trying to get a clarifying question on what was being asked.

In the scenario where the voice grade doesn't meet technical parameters and we had to do something to make the voice grade work to get it within range, there would be no charges associated with that. When we're in a situation where we have to alter it and put it however we have to make the changes to the circuit because it's something over and above what's needed in the specs or would condition specifically for an xDSL loop, then the conditioning charges apply.

MR. RILEY: It's different whether it's a two-wire analog loop or voice versus a line sharing

loop?

MS. LISTON: I'm not 100 percent sure in terms of how the technical parameters work when we go from a two-wire analog loop into a line sharing situation.

If we looked at the basic voice circuit we would have specific parameters that they would have to meet the technical pub standards and we would make sure it meets that with voice grade. When we bring it to a line sharing mode I'm not sure what the change in the technical parameters are for that and how that would then impact what goes on. I know that in a line sharing if we have to deload specifically for line sharing, we're allowed to recover the conditioning charges. So if we have to remove the load. So I was unclear in terms of when you said the voice doesn't work, what happens.

MR. RILEY: I just said degrade in service.

MS. LISTON: If it still meets within technical parameters, we consider it meets technical parameters.

MR. WILSON: I think Warren's question raises an issue perhaps if the SGAT commits Qwest to meet state requirements for the loop.

MR. WENDLING: The way staff would interpret it is, just as there's some argument about supremacy of the SGAT and interconnection agreements or whatever, the Commission's rules on quality of service have supremacy over any tech pub that Qwest might have control over.

MR. STEESE: When you look -- Ken, I know you're not attempting to whipsaw us here. We had language in our SGAT that said when we provide it to our analog loop we're going to provide it within a certain frequency range. What I'm hearing you say now is that there's no technical standards in what we're going to provide and I thought that was at the CLEC's request to make sure you could get access to everything, and we've consistently said you can use everything available in the loop. Is there something different that you would want in?

MR. WILSON: No. It's an issue of meeting state standards for a loop which may be different from what's in your tech pubs and what's committed to in the SGAT.

MR. BELLINGER: You're not satisfied with Warren's comment on that, the state commission rules which would have priority, they would have to meet that?

MR. WILSON: I would hope that's the case.

MS. DeCOOK: I have a question about that for Warren since I've been removed from Colorado for a while.

The question I have is, do the rules as they currently exist require Qwest when they're provisioning loops to a wholesale customer as opposed to a retail customer, do they obligate them to meet those state standards?

MR. WENDLING: The access line rule refers to -- they're in Rule 2, not Rule 43, 43, I think, that is the carrier -- intercarrier rules. Rule 2 is the carrier to end-user. But under the 271 paradigm the parity must exist. So when Qwest sells at resale -- wholesale to a reseller, that would apply at parity.

MR. STEESE: That tells me -- if you look at Section 9.2.2.1, it says we're going to provide unbundled loops of substantially the same quality as the loop Qwest uses to provide service to its own end-users. That language should carry that back.

MS. DeCOOK: I guess we've gone full circle and we're back to the one loop issue where we're debating parity and what the standard is that applies

to the loop, whether it's parity or the retail analog discussion that we had.

MR. STEESE: There's two different issues there. One has to do with the quality of the loop we provide, one has to do with the provisioning of the loop. When you're talking about loop provisioning -- ordering and provisioning, that's where the FCC has said there's no retail analog. The loop that's given to you has to have the same quality and the FCC has made that very clear.

MS. DeCOOK: When you add the limitation of substantially the same, what do you mean by that? If I hear what Warren is saying, you have to provide us the same standard loop that you provide your retail consumers. The language says substantially the same. So when you put substantially on as a limitator, what does that mean?

MR. STEESE: That's the exact FCC verbiage.

MS. DeCOOK: What does that mean? I appreciate that you're parroting the FCC. In your mind, how are you going to apply that?

MS. LISTON: This is my view of it. If you look at any service, use analog service, there's a range that's considered acceptable. If you looked at

each individual loop or circuit or whatever you want to call them, line, they're going to fall within the range. So when I think of it in terms of substantially, it says on one by one customer they may not be identical but they're going to be substantially the same, they're all going to fall within this range. That's my own interpretation of how we're using substantially.

Saying it's going to meet the technical parameters and we'll be providing them, basically the same way as we provide our resale service.

MS. DeCOOK: I'm confused by what you mean by the range.

MR. WENDLING: Let me explain Rule 18. Rule 18 on the various noise loss, power influence, et cetera, et cetera, has defined three ranges of db or whatever. One is recommended, one is acceptable, and one is substandard and amount of noise. If it's too noisy it becomes substandard, rule says they must immediately dispatch for repair. There's an acceptable range, that the --

MR. BELLINGER: Standard, and then there's the recommended range which has the minimum amount. So it defines those.

MR. WENDLING: What that says is, my

circuit may be in the acceptable range, and Mana Jennings-Fader's may be in the recommended. But if Mr. Dixon's falls in the substandard the company must dispatch. That's what we consider the ranges and substantially to mean.

I have a question for Qwest while I have the floor. You referred to Section 9.2.2.1 of the SGAT. In subsections .1 and .2 to that we see definitions of the words capable and compatible. We also see the term NC/NCI codes. I am familiar with technical standards as to parameters of the performance or capabilities, if you will, meaning the ability to pass a certain band path. Where previously in the SGAT was NC/NCI codes defined? Would it not also be appropriate perhaps at this subsection that when it refers to relevant technical publication and industry standards that the and are stricken and comma put in and then before the period an applicable standards? Except we don't have NC/NCI codes in the state standards, we have technical standards.

MS. LISTON: I'll have to go back and look on whether or not we had previously defined NC/NCI. I think it was an oversight when we put the new language into the SGAT. It was in the testimony but I don't think it made it into the SGAT on that

definition. We can go ahead and put in what they stand for.

The state standard issue, I'm not sure whether that was in the SGAT or not.

MR. WENDLING: Drawing the circle back to where AT&T started this.

MR. STEESE: In other words, do we have to follow state standards as it's contained within the SGAT? Is that the question?

MR. WENDLING: I lead you there but you went to the comparable discussion. AT&T came back, what does that mean. If you use the state standard, there's a definition of recommended, acceptable, and substandard. That might help put some teeth in "substantially the same."

MR. STEESE: We can check on that. If it's anywhere, I think it's in Section 2.2. To be honest with you, don't have 2.2 with me, just have the SGAT lite.

MR. DIXON: If you look at Section 9.6.6.3, you'll see that NC/NCI codes are defined, at least identify as to what those acronyms mean as network channel codes/network channel interface codes. 9.6.6.3, that's an SGAT from another state that should already be imported here. It might need to be moved up

in the SGAT as to where you first do that but at least there's a reference to what the acronym means.

Are you looking for more than that, Warren?

MR. WENDLING: That's what I guessed they were.

MR. STEESE: Which in fact they are.

MR. WILSON: I think it would be appropriate to add state standards to 9.2.2.1.1 for loops, as long as the state has done this good work, to define what is acceptable quality. I think the CLEC group should certainly fall within those acceptable ranges as well. I think it is appropriate to go there for loops.

MR. WENDLING: These are some voice grade loops that meet the definition in basic service. I don't want somehow say that is the entire capability of the loop. These would be technical parameters that a loaded loop would provide for voice grade everywhere.

MS. DeCOOK: I would echo Ken's comment, because I'm guessing in most states I know that we are -- as wholesale providers, when we provide services to our retail customers we're going to be hel to the same standard. So it's important for us to get the state level quality standards so that we can meet

our obligations.

MR. STEESE: I don't recommend we put something in Section 9.2. It is certainly Qwest's intent if there's a technical standard that has to be met, to meet it. If there's a rule -- state rule that applies, I think this is a general terms issue where -- I'm looking at 2.2 and it's a very long section. Rather than boring everyone with me looking at this to see if I think it's there, I think we should consider looking at Section 2.2 to make sure that existing rules are complied with.

MS. DeCOOK: I guess my concern is that typically the loop is the UNE that is most affected by Commission service quality rules. So I think it's most appropriate to put in the loop section.

MS. LISTON: One of the concerns that I have, I want to make sure I understood it correctly, is that the state rules, I think I just heard, apply to voice grade services.

I guess one the concerns I would have is that if a CLEC purchases a two-wire nonloaded -- two-wire analog loop, we could make an assumption that it's a voice grade service, but Qwest has no control over how that loop is actually used and could be used for other things than voice grade service. I'm not

sure how we would balance that.

MR. BELLINGER: I think the state rules say you have to meet state rules and if they use it in some other way, as long as it's meeting state rules, that's your obligation.

MS. LISTON: I think that's what we move toward.

MR. BELLINGER: It would be easy to add. You've got industry standards already in there. It would be easy to add state standards.

MR. WILSON: I might remind staff that we kind of addressed this issue in paragraph 9.1.2 in the UNE workshop. There is an impasse issue in 9.1.2 where the CLEC said that the last sentence of that paragraph which currently in the SGAT reads, "In addition, Qwest shall comply with all state wholesale service quality requirements." The CLECs wanted that to read "wholesale and retail service quality requirements." That's at impasse.

I think that it is important to get this added to the loop section if we can't get Qwest to add it in general in paragraph 9.1.2. I mean, adding it in both places would be what the CLECs would want, but I think at least we need it in the loop section.

MR. STEESE: We'll take it as a

take-back.

MR. DIXON: I want to comment on Section 2.2 for a moment very briefly.

The first sentence of that section describes that the agreement in part is based on the existing state of law, rules, regulations and interpretations thereof as of the date of the agreement. It makes no limitation on what those rules are but rather the balance of the paragraph basically identifies what are among existing rules, but I don't suggest that the way that's written that that's meant to be limiting. I think if you review Section 2.2 I think that first sentence doesn't except any rules--that is e-x-c-e-p-t--any laws, rules, regulations or interpretations.

So I would suggest the way this is written and incorporates state rules but it doesn't specifically state that in Section 2.2 as being listed as among the various existing rules that Qwest is referring to.

MS. JENNINGS-FADER: I don't have Section 2.2 of the SGAT in front of me, but you said it reads, subject to existing? Is that time limited? I guess we'll get to that, but is that time limited as of the date the contract is entered into?

MR. DIXON: First sentence of Section 2.2.

MR. STEESE: It's a very long section and later it says rules may change over time and if so the contract changes with it. It doesn't mean the laws that exist at the time the contract was entered.

MR. DIXON: State rules are not specifically identified in 2.2, but the first sentence is so broad that it arguably could include municipal rules.

MR. WILSON: I don't think that changes the need.

MR. DIXON: I agree. I'm noting what's in 2.2 since we cross-reference it in our discussion, not because I'm trying to suggest, as Mr. Wilson, that this shouldn't be addressed in the section Warren addressed.

MR. WILSON: Qwest is taking this back?

MR. STEESE: Yes.

MR. BELLINGER: Make sure we know what you're taking back.

MR. STEESE: We're taking back to look to see whether we think it appropriate to add either 9.2 or somewhere in Section 2.2 that will comply with the quality standards required for provisioning of

voice grade loops to CLECs as required by Colorado rule.

MR. DIXON: What loop issue are we identifying this with?

MR. BELLINGER: 10(a).

MS. DeCOOK: It probably goes back in loop 3.

MR. DIXON: That's what I thought. It would be one of the earlier loop issue issues we addressed because those are where we cited those sections we talked about in -- specific sections we're addressing is in 4.

We're reopening 4 and there's a Qwest take-back on this particular section?

MR. BELLINGER: Right.

MR. STEESE: I thought loop 3 is still open. Loop 3(b)?

MS. DeCOOK: It may not necessarily belong in the definitions of compatible or capable because that's not used in every single loop offering, so it may actually belong somewhere in 9.2.2.1.

MR. STEESE: We'll put it in loop 3(b).

MS. DeCOOK: Just so Qwest is clear on our position, we don't think it should be --

MR. BELLINGER: Loop 3(c).

MS. JENNINGS-FADER: (b) is the provisioning interval question.
MS. DeCOOK: We don't think it should be in the general terms and conditions section.
MR. HSIDO: Can we go back to our original issue which was whether -- if an xDSL provider requests conditioning on a loop that would not even meet Qwest's own state obligation for voice grade loop, are we supposed to be paying for the conditioning for that loop?
MR. BELLINGER: I thought the answer was no.
MR. HSIDO: Can we put that into the SGAT?
MS. LISTON: So the voice grade circuit does not meet the voice requirements?
MR. HSIDO: Right. But we're placing an order for an xDSL-capable loop.
MS. LISTON: I need to understand. Are you placing an order for an xDSL loop or are we talking about line sharing and line splitting?
MR. HSIDO: In this context I'm talking about the xDSL-capable.
MS. LISTON: You're asking for an xDSL-capable loop and it needs to be -- load removed

from it?
MR. HSIDO: That's right.
MS. LISTON: Then the conditioning charges would apply.
MR. BELLINGER: That's not what it says. He answered too clear. I thought what you were saying was you had ordered a loop, xDSL-capable, and it does not meet voice requirements.
MS. LISTON: I answered it this way is because when I was answering before, I thought we were talking about some kind of a line sharing, line splitting scenario. If we have a loop being purchased for xDSL services and that loop has loads present on that loop --
MR. BELLINGER: But it's improperly loaded so it doesn't meet voice requirements.
MS. LISTON: We would not necessarily be looking at that loop as a voice loop. We would be looking at that loop and saying -- I'll step back.
We're going to go through the assignment process for an xDSL loop, going to be looking for an available to provision and serve xDSL service. We're going to look for a copper loop and something to provision to that home. When we find a loop that meets, we'll then look at the parameters.

If we have one that has no loads on it, that's the one going to be assigned first. If there are loads on that loop and we have to remove the load to provision the xDSL service, we would be charging the conditioning charges to remote load.

MS. QUINTANA: The point is that if you were using it for a Qwest retail customer for voice grade service you would also have to deload it because it was degrading the voice service in the normal maintenance process.

MR. VIVEROS: If a current customer had voice grade service and it was improperly loaded, to the extent that it was actually causing the end-user to be disrupted--I think it's pretty reasonable to expect the end-user would be reporting trouble on that line--we would take a maintenance report, we would determine what was causing the degradation, and we would do whatever was required to fix it at no cost to the end-user.

On the other hand, if there's a load coil on a loop that may be causing some degradation but it's within standards so the end-user is not being impaired to the extent they call and report trouble, we have a working line. It's within the technical parameters for voice grade service. At that point in

time if a conversion request came in to convert that to a nonloaded loop, we would have to go out, as part of that conversion request, and deload the loop and the conditioning charge would apply.

MR. BELLINGER: I don't think you've answered his question. You're saying it's improperly loaded, it doesn't meet voice standard, what would you do?

MR. VIVEROS: The expectation would be that if it doesn't meet voice standards the end-user doesn't have workable service and they've reported trouble and we're fixing it. If it turns out they don't, they haven't, there isn't a --

MR. BELLINGER: I don't think the requirement is that they report trouble.

MS. JENNINGS-FADER: You fix it if it's reported to you that's not in the rule.

MS. QUINTANA: You might not currently have a customer on that loop.

MS. LISTON: If we don't have a customer on the loop and there's no service being provided there, there would be -- we wouldn't be looking to provision a voice grade service to do any kind of tests for that because what was ordered was an xDSL loop.

So we would be looking for -- this is the scenario where we have no existing customer, we have no existing customer, we're looking for a pair to serve xDSL service. We wouldn't be saying, I found a pair and this pair; if it was voice, would it work? We wouldn't do that step because we're not looking for a voice grade service. We're looking for an xDSL service. The requirements are copper with no loads.

MR. BELLINGER: I don't read this terms and conditions of loops 9.2.2.1, says we were discussing meeting certain standards.

MS. LISTON: Standards we would be looking at would be the standards associated with what was being purchased which is an xDSL loop, not a voice grade loop. Looking for a two-wire nonloaded.

MR. RILEY: Wouldn't the standard also apply to Qwest's own design rules and not loops for the -- how loops were deployed? If you had a loop that didn't meet any Qwest guidelines, it was improperly loaded, you don't have any rules to have a loop that has that, wouldn't you correct that as a maintenance function and not as a conditioning charge, whether the loop was xDSL, POTS or other services?

MS. LISTON: Where I'm struggling, when we have spare capacity in our network, when we

go to use it that would be the point where we would bring whatever the customer asked for and looking at that facility is bring it to the specs to meet the customer's request. So it wouldn't necessarily make sense to go through a process where we would be getting it groomed or ready with something that we didn't know or expect to happen.

The other piece that may go a little towards what you're talking about is the deloading. We did go through a major bulk deloading project where we did remove loads off of loops that were under 18,000 feet. That project is nearing completion and we did some mass grooming on loops. If I remember correctly, it was 68 percent of the wire centers that the CLECs are currently serving xDSL service in Colorado were part of that bulk deloading project where we did go in and removing of load coils of loops that are under 18,000 feet.

The point that I want to make is that what we really wind up doing is, you have the network in place. When you have spare facilities, it's going to be used for whatever the service that comes in.

At that point in time we bring it to the technical standards of what the customer orders to provision the service.

MR. BELLINGER: If I order an unbundled loop what standards would you provide it at?
MS. LISTON: Depends what kind of unbundled loop you order. If you order a two-wire nonloaded loop we would bring it to the standards for the two-wire nonloaded loop.
MR. HSIDO: Could you look at it from the CLECs' perspective. In this case we could order an analog loop -- two-wire analog loop which is cheaper than the xDSL.
MS. LISTON: Price of an analog loop and xDSL loop are the same.
MR. HSIDO: If we order the analog loop, you would do the deloading for free in that case because it would not meet the voice grade standard; is that right?
MS. LISTON: If it did not meet voice grade standards we'd do what was necessary to get that loop to meet voice grade standards.
MR. HSIDO: If it's xDSL provider and ordered the exact same loop but order it under a different product type which is xDSL-capable and we're going to take the conditioning.
MR. STEESE: The difference is, when are we supposed to test to determine whether it meets

your standards? We don't test the loop and say we're going to condition it. We see there's loads on it and we know what you've ordered, a nonloaded loop can't work with the loads. So we're not testing, going in, getting the loop, and then unloading. What we're doing is unloading and then making sure it meets the specs. There's no point in that continuum, unlike line sharing, where we already have a voice grade customer there and they can report some problem with their loop. We're not testing to see if it meets a spec because we're not providing a voice grade loop, we're not providing an analog loop any longer.

MR. BELLINGER: Rhythms could test it and say it doesn't meet voice standards.

MR. STEESE: But it will already be unloaded.

MR. BELLINGER: I don't know that it would be.

MR. STEESE: If they order a unloaded loop, you unload it. Once you hand it to them it's unloaded. There's no point at which you're testing. It's theoretically an interesting issue. It doesn't work process-wise.

MR. NICHOLS: What I'm hearing is, I think, a discussion from Qwest about the practical way

ones, and I was just looking to see what the witness could do. The answer on the -- that you understand, that's Qwest's position, that's fine and it is helpful with regard to Covad and other things. So I'm not meaning that in a personal way.

It's just that this is an important question for us, we're trying to get an answer to it and I'm going the answer back about facts from a -- and you sure don't believe facts that I say. I'm not sworn. And that's why I'm still pressing for Qwest in general to give that information.

MR. BELLINGER: Do you have any more or -- I think it's a short answer to the question you asked.

MR. NICHOLS: Yeah.

MR. BELLINGER: What does the retail rep have available? I think that's a fairly short answer.

MS. LISTON: The -- the retail -- the retail representative would have access to a Megabit qualification tool to qualify a loop. They would basically go in and they put in the telephone number and get a response back that says whether or not the loop qualifies for Megabit.

If is does not qualify for Megabit, they are not allowed to sell the DSL service. They do not

go to any other databases to check for spare facilities. And they do not go and look -- they don't go look for -- I shouldn't say spare facilities, but they don't go look for alternative ways of providing Megabit or look to see if it can be conditioned or anything else. If the tool comes back and says that Megabit could not be provisioned, they do not sell Megabit.

That's how the -- on the retail side of the house they would do it. So they are not accessing other databases.

MR. NICHOLS: I do hear two parts to that answer though. One of the answers is, what information or database they have available to them; and that's the Megabit qual tool, I gather.

MS. LISTON: Right.

MR. NICHOLS: And the second has to do with a process that Qwest has decided that with regard to this --

MS. LISTON: Right.

MR. NICHOLS: -- particular product; we're not going to instruct our -- the representatives to go beyond. But it is that that is the limitation on their access to information, not technically they don't have the capacity to find that information; is that

MR. WILSON: You mean you haven't given the CLECs the ability to do that. Qwest has the ability to do that. You can do MLT on any loop connected to the switch; isn't that true?
MS. LISTON: That's true.
MR. WILSON: Okay.
MR. BELLINGER: I think it would depend on whose customer it was. It would be MLT -- I think you would want to keep customer specific. So Qwest would be able to MLT test their customers, but I think you would want the same privilege and you would not want Qwest doing MLT test on your customers.
MR. WILSON: They have the ability to do MLT on any customer.
MR. BELLINGER: Um, for resale or UNE -- UNE-P they could.
MR. WILSON: They could.
MR. BELLINGER: Not for unbundled loop.
MR. WILSON: They have the physical ability to do it for any -- that's true. I said if it's connected to their switch.
MR. BELLINGER: Okay.
MR. WILSON: I said that.
MR. BELLINGER: So that's --
MR. WILSON: Yeah.

Attachment 14

QWEST COLORADO xDSL LOOP FOC TRIAL

Summary of Trial Proposal

Qwest hereby proposes that the parties to the Colorado 271 docket join in a Colorado trial to test the efficacy and benefits of changing Qwest's Firm Order Confirmation (FOC) processes with regard to 2/4 Wire Nonloaded Loops, ADSL Compatible Loops, ISDN Capable Loops and xDSL-1 Capable Loops (collectively referred to as xDSL Loops). In particular, Qwest proposes to trial a xDSL Loop FOC for these loops instead of the current 24 hour FOC. The xDSL FOC entails Qwest doing additional work not included in the 24 hour FOC; specifically (1) to confirm the availability of the requested loop by issuing the FOC after the design is complete, (2) confirming the due date and (3) issuing the FOC within 72 hours of the application date and time, (APP)[1]. The proposed process mirrors the Qwest process for retail design and access services Thus, the trial holds out the prospect for significant benefits to CLECs and competition, and Qwest encourages the Colorado parties to participate in it.

Reasons for Trial

From a legal perspective, because this process may vary from current contractual obligations and does vary from the PID negotiated between Qwest ands CLECs in the Regional Oversight Committee (ROC) process, Qwest requests permission from the Colorado parties to employ it Additionally, during the trial these xDSL orders will be eliminated from the Colorado PO-5 measure.

CLECs' Duties

[1] For purposes of this document the Application Date and Time will simply be referred to as the APP

Qwest asks that CLECs agree to trial this new process for a period of 2 months, starting March1, 2001. Qwest also asks CLECs to meet with Qwest to discuss the benefits of the process and ways to improve it In addition, if the trial is a success, Qwest asks that the CLECs take the following steps

1. Recommend in writing the new process to other Colorado CLECs, and
2 Jointly recommend with Qwest that we amend the PID for measure PO-5 (FOCs On Time) with regard to xDSL Loops

Description of Process

The following describes the xDSL FOC Trial:

1 Pre-order, CLEC should use the IMA Raw Loop Data Tool (RLDT) to determine whether an appropriate loop is available or conditioning is necessary This will provide the CLEC with a preliminary indication of the need for conditioning and the 15 day interval.

2 CLEC then places an order using the LSR On that order, depending on the information uncovered in RLDT, CLEC shall elect one of two options

- No Conditioning Approval and the standard service interval(i.e 5 days), or
- Conditioning Pre-Approved and the standard service interval (i.e 5 days). For purposes of the trial Qwest, will accept the orders with a 5 day interval. However if the trial demonstrates that the loop make-up tools provide the CLECs with accurate information to make this determination, then the process will be changed so that the CLEC will request the 15 day interval when the LSR is issued.

3 Once Qwest receives a complete and accurate LSR, it will access LFACS to attempt to assign pairs not in need of conditioning and create a design of the loop [2]

- If the facilities exits and a valid design is created, then
  - ✓ A FOC will be returned within 72 hours of the APP providing for a 5-day interval measured from the APP.

4 If facilities do not exist to create a valid design, Qwest will employ other methods, described in the attached 11 Step Process, to attempt to find an appropriate pair not in need of conditioning or, if no such pair exists, an appropriate pair that requires conditioning. The issues and question in the 11 Step Process will be reviewed each time, however not every step will apply to every situation.

- If appropriate pairs and a design can be completed without the need for conditioning, then
  - ✓ A FOC will be returned within 72 hours of the APP providing for a 5-day interval measured from the APP.
- If this process locates appropriate pairs in need of conditioning, then
  - ✓ If no pre-approval for conditioning was included on the LSR, Qwest will contact CLEC, according to CLEC specifications, and inform CLEC of the need for conditioning If CLEC wishes to avail itself of conditioning, it must then submit a supplemental LSR with a "Y' in the SCA field, within 48 hours. A FOC reflecting the new due date will be returned when the design is

[2] Qwest takes this step for CLECs because LFACS may reveal information not available through the RLDT, especially with regard to loops not already connected to a switch. The RLDT provides information from the Loop Qualification Database (LQDB), which in turn is derived from LFACS and other sources But the LQDB covers only loops connected to a switch. LFACS, on the other hand, contains information for all facilities, even those not connected to a switch, but does not contain some of the information

complete and within 72 hours of the APP of the Supplemental LSR. The new DD will by 15 days from the APP date of the Supplemental LSR Absent submission of a Supplemental LSR, Qwest will reject the order through a rejection notice sent to CLEC

- ✓ If conditioning was pre-approved, Qwest will return a FOC within 72 hours of APP with a due date consistent with the 15 business day interval measured from the APP.

- If no appropriate pairs were found at all, then
  - ✓ If the steps taken reveal that a facility build that would satisfy CLEC's order is scheduled, then a FOC will be issued when a "ready for service" date for the facility build is received.
  - ✓ If the steps taken reveal that there is no facility build scheduled that would satisfy CLEC's order, then Qwest will reject the order through a rejection notice sent to CLEC This scenario also includes requests for copper loops but only pair gain is available.

Trial Tracking

1 Qwest will track the trial as follows:

- The percent of FOCs returned in 72 hours. This tracking will mirror the PO-5 measurement except the interval will be 72 hours not 24 hours.
- The percent of Due Dates met. This tracking will mirror OP-3 and DD met will mean that the DD returned on the FOC matches the Completion Date.

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available through the RLDT, such as the results of the MLT Qwest does not perform this step for Megabit orders

The OP-3 exclusions will apply. Additionally Qwest will report the reasons that the DD was missed by the following categories:

1. Customer reasons
2. Conditioning being identified after the FOC
3. Other Qwest facility reasons
4. Other Qwest non-facility reasons

- The Installation Interval. This tracking will mirror OP-4, except it will separate conditioned and non-conditioned loops. The OP-4 exclusions will apply
- The percent of orders that the Raw Loop Data tool correctly identified as needing to be conditioned. For the trial Qwest employees will access the IMA Raw Loop Data Tool for every Colorado xDSL order and using the data supplied determine if conditioning is required. The need for conditioning information will be stored for measurement purposes. Then upon completion the actual need for conditioning will be tracked in three categories. was the need to condition identified prior to the FOC, after the FOC but before the DD, or on the DD on test and turn-up.
- The percent of orders that result in a cancellation notice rather than an FOC.
- Data under these temporary metrics will be reported a monthly basis to all participating CLECs.

2. The Trial will be deemed a success if 90% of the FOCs accurately reflect a 5 day or 15 day interval.

Qwest will request that one hour be set aside during the Colorado Workshop scheduled for the week of February 19 to discuss the details of the proposed trial and to answer any questions that your company may have about the trial. We sincerely hope to obtain 100% participation in the trial, which will yield performance data in advance of the 271 loop workshop. Unless a CLEC opts out of the trial they will be included. To opt out of the trial the CLEC must inform Qwest in writing through the formal workshop process Based on past experience, the best success is obtained when uniform processes apply to all CLECs. Then all parties can use their experience from the trial to determine whether the FOC changes proposed by Qwest are sufficient or whether additional changes are necessary to meet competitive demands